

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

St. Louis Rams Partnership

- ☐ Individual(s)
 ☐ Association
☒ General Partnership - DE
 ☐ Limited Partnership
☐ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
 ☐ Merger
☐ Security Agreement
 ☐ Change of Name
☒ Other SEE ATTACHED

Execution Date: November 8, 2002

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address: Bank of America Corporate Center

Street Address: 100 North Tryon Street

City: Charlotte State: NC Zip: 29255

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other National banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
 74/706358 74/666081

B. Trademark Registration No.(s) _____
 971048

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maria A. Lijoi, Esq.

Internal Address: Skadden, Arps, Slate, Meagher
 & Flom LLP

Street Address: Four Times Square

City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

19-2385 (Our Ref: 401530/252)

DO NOT USE THIS SPACE

9. Signature.

Maria A. Lijoi

Name of Person Signing



Signature

March 7, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

700025733

TRADEMARK
 REEL: 002616 FRAME: 0161

Continuation of Nature of Conveyance

3. Notice of Confirmation of Grant of Security Interest In Trademarks.

NOTICE OF CONFIRMATION OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of November 12, 1998, as amended, restated or otherwise modified (the "Security Agreement"), by and among St. Louis Rams Partnership (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Purchasers, the Bank Investors, Football Funding, and the Bank Lenders (each as defined in the Security Agreement; together, the "Secured Parties") (Bank of America, N.A. in its capacity as collateral agent and any successor in such capacity being hereinafter referred to as the "Collateral Agent"), the Borrower hereby confirms that it has granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of set off against, the Trademarks and Trade Names (as defined in the Security Agreement), including, without limitation, the trademark and service mark registrations and applications shown on the attached Schedule A hereto. The Borrower hereby confirms that it has acknowledged and agreed that the Collateral Agent (and with respect to rights of set-off, each of the Secured Parties) has and shall continue to have, for the ratable benefit of the Secured Parties, a continuing security interest in and right of set-off against any and all right, title and interest of the Borrower, whether now existing or hereafter acquired or arising, in and to the Trademarks and Trade Names, including, without limitation, the trademark and service mark registrations and applications shown on the attached Schedule A hereto.

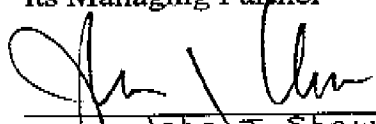
The security interest in and to and right of set-off against the Trademarks and Trade Names, including, without limitation, the trademark and service mark registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

ST. LOUIS RAMS PARTNERSHIP

By: The Rams Football Company,
its Managing Partner

By:


Name: John J. Shaw
Title: President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:

Name: Wm. Elliott McCabe
Title: Managing Director

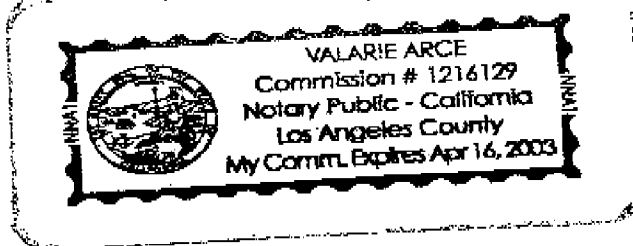
STATE OF CaliforniaCOUNTY OF Los Angeles

I, Valarie ARCE, a Notary Public of the County and State
aforesaid, certify that Robert Shaw, personally came before me this day and
acknowledged that (s)he is President of St. Louis Rams Partnership, a Delaware
general partnership, and that by authority duly given and as the act of the general
partnership, the foregoing instrument was signed by him/her in its name as
President.

WITNESS my hand and official stamp or seal, this 6th day of November, 2002.

Valarie Arce
Notary Public
My Commission Expires:

(Notary Seal)



STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State
aforesaid, certify that _____, personally came before me this day and
acknowledged that (s)he is _____ of Bank of America, N.A. and that by
authority duly given and as the act of the association, the foregoing instrument was
signed by him/her in its name as _____.

WITNESS my hand and official stamp or seal, this _____ day of November, 2002.

Notary Public
My Commission Expires:

(Notary Seal)

The security interest in and to and right of set-off against the Trademarks and Trade Names, including, without limitation, the trademark and service mark registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

ST. LOUIS RAMS PARTNERSHIP

By: The Rams Football Company,
its Managing Partner

By: _____
Name:
Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Wm. Elliott McCabe
Title: Managing Director

SCHEDULE A**I. FEDERAL REGISTRATIONS**

MARK	REG. NO.	REG. DATE	RECORD OWNER
RAMS	971,048	10/16/73	St. Louis Rams Partnership
ST. LOUIS RAMS	74-706,358	4/26/1995	St. Louis Rams Partnership
ST. LOUIS RAMS	74-666,081	4/26/95	St. Louis Rams Partnership

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
RAMS & Design	Missouri	13,737	9/19/96	St. Louis Rams Partnership
ST. LOUIS RAMS and Design	Missouri	13,221	5/2/95	St. Louis Rams Partnership
RAMS	California	5,026	12/21/76	St. Louis Rams Partnership